

NORTH STAR LAW GROUP, LLC.  
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CONTACT@NORTHSTARLAWGROUP.COM

APR 08 2019

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
SECOND JUDICIAL DISTRICT AT UTQIAGVIK

Jason Matyascik,  
Plaintiff,

v.

Arctic Slope Native Association, Ltd. d/b/a  
Samuel Simmonds Memorial Hospital,  
Defendant.

Case No. 2BA-19- YU CI

SUMMONS AND NOTICE TO BOTH PARTIES OF JUDICIAL ASSIGNMENT

To: ARCTIC SLOPE NATIVE ASSOCIATION, LTD. d/b/a SAMUEL SIMMONDS MEMORIAL HOSPITAL, Defendant. You are summoned and required to file a written answer to all claims made in the attached complaint within 20 days after the date this summons was served on you. Your answer must be filed with the court at Box 270, Utqiagvik, AK 99723-0270. In addition, within the same 20-day time limit, you must also serve a copy of your answer on: Plaintiff's attorney, address: North Star Law Group, LLC, 4300 B Street Ste 206, Anchorage, AK 99503. If you do not file a written answer, a default judgment may be entered against you for the relief demanded in the complaint.

If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form Notice of Change of Address / Telephone Number (TF-955), also available on the above website or at the clerk's office, to inform the court. If you do not keep the court and the plaintiff advised of your current address, you will not receive copies of documents filed in the case. This may include notices of hearings, court orders, judgments, etc. If you have an attorney, the attorney must comply with Alaska R. Civ. P 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

This case has been assigned to Judge NOT ASSIGNED (2BA01)



DATED: 4.18.19

Deputy Clerk:

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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
SECOND JUDICIAL DISTRICT AT UTQIAGVIK

JASON MATYASCIK,  
Plaintiff,

v.

ARCTIC SLOPE NATIVE  
ASSOCIATION, Ltd. d/b/a SAMUEL  
SIMMONDS MEMORIAL HOSPITAL,  
Defendant.

Filed in the Trial Courts  
State of Alaska, Second District  
at Utqiagvik

APR 08 2019

By \_\_\_\_\_ Deputy

Case No. 2BA-19-80 CI

**COMPLAINT**

NORTH STAR LAW GROUP, LLC. hereby enters appearance on behalf of Plaintiff Jason Matyascik, ("Matyascik") in the above captioned action. All pleadings and correspondences should be directed to counsel at 4300 B Street, Ste 206, Anchorage, AK 99503. Plaintiff pleads as follows:

**I. PARTIES**

1. Plaintiff Jason Matyascik was once a resident of Alaska and is currently a resident of Pennsylvania. Plaintiff consents to the jurisdiction of this Court.
2. Defendant Arctic Slope Native Association, Ltd. d/b/a Samuel Simmonds Memorial Hospital is an Alaska nonprofit corporation in good standing with entity number #10812D.<sup>1</sup>

<sup>1</sup> See Exhibit 1.

## II. JURISDICTION AND VENUE

3. The events giving rise to this action occurred in the Second Judicial District in or around Utqiagvik, Alaska.
4. The Court has personal jurisdiction over this matter.
5. The Court has subject matter jurisdiction over this matter.
6. Venue in this Court is proper.

## III. ALLEGATIONS OF FACT

7. On or about May 14, 2018, Plaintiff Jason Matyascik ("Matyascik") contracted with Arctic Slope Native Association, Ltd. ("ASNA") to renew his employment contract at ASNA's hospital as a physician.
8. ASNA is a nonprofit corporation formed under Alaska law.
9. ASNA is not itself a federally recognized tribe.
10. ASNA itself is a legally distinct entity from the tribes owning ASNA.
11. Under the employment contract with ASNA, Matyascik was to be compensated an estimated annual salary of \$225,290.00, plus benefits that would have included health insurance, life insurance, disability insurance, tax-deferred retirement savings, and retirement benefits, among other benefits.
12. Under the contract, Matyascik was entitled to three (3) months' notice for early termination of the contract.
13. The contract contained an integration clause.



1 14. ASNA never provided formal notice pursuant to Section 18 of the contract terminating  
2 the contract.

3  
4 15. ASNA refused to honor the contract, terminating Matyascik's employment without  
5 providing him the three (3) months' notice.

6  
7 16. During the 2017-2018 term of Matyascik's employment, ASNA promised to reimburse  
8 several unpaid sums to him, yet failed to fulfill those promises.

9  
10 17. During the 2017-2018 term of Matyascik's employment, Matyascik leased housing from  
11 ASNA.

12 18. Under the landlord-tenant arrangement, ASNA charged Matyascik a security deposit.

13  
14 19. During Matyascik's tenancy, ASNA overcharged rent, charging one half of a month's  
15 rent every two weeks, resulting in 13 full months' rent being charged within one year.

16 20. ASNA ousted Matyascik from the property without providing him a notice to quit.

17  
18 21. Following the termination of Matyascik's tenancy, ASNA willfully failed to return  
19 Matyascik's security deposit within the statutory timeframe set forth under AS  
20 34.03.070.

21  
22 22. Following the termination of Matyascik's tenancy, ASNA converted his personal  
23 property in violation of AS 34.03.260.

24  
25 23. Following ASNA's breach of the employment contract, ASNA failed to provide notice  
26 of an election for COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)  
27 insurance and failed to assist Matyascik in obtaining COBRA insurance.  
28

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

24. Matyascik restates and reincorporates all previous paragraphs.

25. Matyascik and ASNA formed a contract for Matyascik's employment.

26. ASNA breached that contract.

27. Matyascik was damaged by ASNA's breach, in an amount at least \$100,000.00.

SECOND CAUSE OF ACTION: VIOLATION OF UNIFORM RESIDENTIAL LANDLORD

TENANT ACT

28. Matyascik restates and reincorporates all previous paragraphs.

29. ASNA and Matyascik had a landlord-tenant relationship subject to the provisions of the Alaska Uniform Residential Landlord Tenant Act ("URLTA").

30. ASNA violated the URLTA by failing to return Matyascik's security deposit pursuant to AS 34.03.070.

31. ASNA wrongfully ousted Matyascik without providing him a valid notice to quit or following the provisions of the URLTA.

32. ASNA overcharged Matyascik for rent.

33. ASNA failed to provide statutorily adequate notice per AS 34.03.260 regarding Matyascik's personal property following the end of Matyascik's tenancy.

34. Matyascik was damaged by each of ASNA's violations of the URLTA.

35. Various implicated provisions of the URLTA provide statutory damages to which ASNA is subject.

THIRD CAUSE OF ACTION: CONVERSION

36. Matyascik restates and reincorporates all previous paragraphs.

37. Following the end of Matyascik's tenancy, ASNA took possession of Matyascik's personal property without his permission.

38. ASNA's conversion damaged Matyascik.

FOURTH CAUSE OF ACTION: INTENTIONAL VIOLATION OF COBRA

39. Matyascik restates and reincorporates all previous paragraphs.

40. ASNA willfully violated COBRA.

41. Under the provisions of COBRA, Matyascik is entitled to actual damages, as well as statutory damages of up to \$110/day.

FIFTH CAUSE OF ACTION: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

42. Matyascik restates and reincorporates all previous paragraphs.

43. All Alaska contracts contain implied covenants of good faith and fair dealing.

44. ASNA breached the implied covenant of good faith and fair dealing, depriving Matyascik of the benefit of his bargain.

45. Matyascik was damaged as a result of ASNA's conduct.

V. PRAYER FOR RELIEF

Plaintiff Matyascik prays for relief as follows:

1. For an award of general and specific compensatory damages in an amount to be proven at trial, of at least \$100,000.00.
2. For an award of statutory damages under relevant provisions of the URLTA.
3. For an award of statutory damages under COBRA.
4. For an award of other exemplary damages under AS 09.17.020.
5. For an award of costs and reasonable attorney's fees as allowable by applicable authority.
6. For any other relief at equity or law the court deems just and warranted.

DATED: April 1, 2019

  
Michael Rose  
Alaska Bar No. 1211110



Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS & PROFESSIONAL  
LICENSING**

SOA / DCCED / CBPL / Search / Corporations / Entity Details

## **ENTITY DETAILS**

### **Name(s)**

<b>Type:</b>	<b>Legal Name</b>
<b>Name:</b>	<b>ARCTIC SLOPE NATIVE ASSOCIATION, LTD.</b>

**Entity Type:**  
Nonprofit Corporation

**Entity #:**  
10812D

**Status:**  
Good Standing

**AK Formed Date:**  
3/20/1972

**Duration/Expiration:**  
Perpetual

**Home State:**  
ALASKA

**Next Biennial Report Due:**  
7/2/2020

**Entity Mailing Address:**  
PO BOX 1232, BARROW, AK 99723

**Entity Physical Address:**  
7000 UULA STREET, BARROW, AK 99723

### **Registered Agent**

**Agent Name:**  
Bernice Kalgelak

**Registered Mailing Address:**

**Exhibit 1 Page 1 of 6**

**Exhibit A, Page 8 of 13**



PO BOX 1232, BARROW, AK 99723

**Registered Physical Address:**  
1728 AHKOVAK ST, BARROW, AK 99723

## Officials

☐ Show Former

AK Entity #:	
Name:	Anna Nageak
Titles:	Director
Owned:	
AK Entity #:	
Name:	BERNICE KAIGELAK
Titles:	Director, Vice President
Owned:	
AK Entity #:	
Name:	GWENDOLYN PIKOK
Titles:	Director
Owned:	
AK Entity #:	
Name:	HAZEL KUNAKNANA
Titles:	Director
Owned:	
AK Entity #:	
Name:	ISABEL NASHOOKPUK
Titles:	Director, Secretary
Owned:	
AK Entity #:	
Name:	Muriel Brower
Titles:	Director, Treasurer
Owned:	
AK Entity #:	
Name:	Nancy Rock
Titles:	Director, President
Owned:	
AK Entity #:	
Name:	NOREEN KALEAK
Titles:	Director

Owned:

## Filed Documents

Date Filed:	3/20/1972
Type:	Creation Filing
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	1/17/1974
Type:	Biennial Report
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	12/24/1974
Type:	Biennial Report
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	3/10/1977
Type:	Biennial Report
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	4/01/1977
Type:	Biennial Report
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	7/15/1979
Type:	Biennial Report
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	4/10/1980
Type:	Biennial Report
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	1/19/1981
Type:	Biennial Report
Filing:	<a href="#">Click to View</a>
Certificate:	
Date Filed:	6/10/1986
Type:	Biennial Report

Exhibit 1 Page 3 of 6

Exhibit A, Page 10 of 13

<b>Filing:</b>	
<b>Certificate:</b>	
<b>Date Filed:</b>	6/23/1988
<b>Type:</b>	Biennial Report
<b>Filing:</b>	
<b>Certificate:</b>	
<b>Date Filed:</b>	6/04/1990
<b>Type:</b>	Biennial Report
<b>Filing:</b>	
<b>Certificate:</b>	
<b>Date Filed:</b>	6/18/1992
<b>Type:</b>	Restated and Amended Articles
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	6/29/1992
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	10/07/1992
<b>Type:</b>	Amendment
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	7/18/1994
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	6/14/1996
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	7/06/1998
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	2/05/2001
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>

<b>Certificate:</b>	
<b>Date Filed:</b>	10/21/2002
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	2/27/2003
<b>Type:</b>	Election or Resolution to Dissolve
<b>Filing:</b>	
<b>Certificate:</b>	
<b>Date Filed:</b>	6/11/2003
<b>Type:</b>	Restated and Amended Articles
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	12/05/2006
<b>Type:</b>	Admin Dissolution
<b>Filing:</b>	
<b>Certificate:</b>	<a href="#">Click to View</a>
<b>Date Filed:</b>	8/09/2007
<b>Type:</b>	Reinstatement
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	8/09/2007
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	12/31/2008
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	7/21/2011
<b>Type:</b>	Admin Dissolution
<b>Filing:</b>	
<b>Certificate:</b>	<a href="#">Click to View</a>
<b>Date Filed:</b>	6/07/2012
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
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<b>Date Filed:</b>	6/07/2012
<b>Type:</b>	Reinstatement
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<b>Date Filed:</b>	7/06/2012
<b>Type:</b>	Agent Change
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<b>Certificate:</b>	
<b>Date Filed:</b>	7/06/2012
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
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<b>Date Filed:</b>	4/14/2014
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
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<b>Date Filed:</b>	4/06/2016
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	
<b>Date Filed:</b>	8/02/2018
<b>Type:</b>	Biennial Report
<b>Filing:</b>	<a href="#">Click to View</a>
<b>Certificate:</b>	

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